

**COMMUNITY CARE FOR THE ELDERLY CONTRACT
2004-2005**

THIS CONTRACT is entered into between the **Alliance for Aging, Inc.**, hereinafter referred to as the "Alliance", and the **Monroe County Board of Commissioners**, hereinafter referred to as the "recipient". This contract is subject to all provisions contained in the **MASTER AGREEMENT** executed between the Alliance and the recipient, Agreement No. PA429, and its successor, incorporated herein by reference.

The parties agree:

I. Recipient Agrees:

A. Services to be Provided:

To plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in **Attachment I** of this agreement.

B. Requirements of Section 287.058, Florida Statutes:

These requirements are herein incorporated by reference.

C. Final Request for Payment:

1. The recipient **must** submit the final request for payment to the Alliance no later than September 15, 2005 **if the recipient fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.**
2. If the contract is terminated prior to the contract end date of September 30, 2005, then the recipient must submit the final request for payment to the Alliance no more than 45 days after the contract is terminated; **if the recipient fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.**

II. The Alliance Agrees:

Contract Amount:

To pay for contracted services according to the conditions of **Attachment I** in an amount not to exceed **\$459,837.00**, subject to the availability of funds. The Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the recipient pursuant to this contract are in the state grants and aids appropriations and consists of the following:

Program Title	Year	Funding Source	CSFA#	Fund Amounts
Community Care for the Elderly	2004	General Revenue/Tobacco Settlement Trust Funds	65010	\$459,837.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$459,837.00

III. Recipient and Alliance Mutually Agree:

A. Effective Date:

1. This contract shall begin on **July 1, 2004** or on the date the contract has been signed by both parties, whichever is later.
2. Delivery of services shall end on **June 30, 2005**. This contract shall end on **September 30, 2005**. See Attachment I, Section III.F.

B. Termination, Suspension, and/or Enforcement:

The causes and remedies for termination or suspension of this contract shall follow the same procedures as outlined in Section III. B. and Section III. C. of the Master Agreement.

C. Recipient Responsibility:

Notwithstanding the pass through language contained in Section I.S.1. of the Master Agreement, the recipient maintains responsibility for the performance of all sub-recipients in accordance with all applicable federal and state laws.

D. Notice, Contact, and Payee Information:

1. The name, address, and telephone number of the contract manager for the Alliance for this contract is:

Steven Welsberg
9500 South Dadeland Boulevard, Suite 400
Miami, Florida 33156
(305) 670-6500 SC 455-6500

2. The name, address, and telephone number of the representative of the recipient responsible for administration of the program under this contract is:

Louis LaTorre
Gato Building - 1100 Simonton Street
Key West, Florida 33040
(305) 292-4573

07/01/2004

CONTRACT NUMBER KC471

3. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.
4. The name (recipient name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

Monroe County Board of Commissioners
Gato Building - 1100 Simonton Street
Key West, Florida 33040

IN WITNESS THEREOF, the parties hereto have caused this 10-page contract to be executed by their undersigned officials as duly authorized.

RECIPIENT:

**MONROE COUNTY BOARD
OF COMMISSIONERS**

ALLIANCE FOR AGING, INC.

BOARD PRESIDENT OR AUTHORIZED DESIGNEE

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: Steven Weisberg, M. S.

TITLE: _____

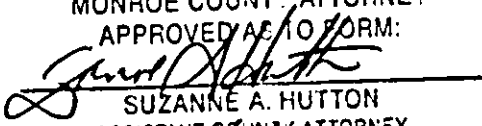
TITLE: President & CEO

DATE: _____

DATE: _____

FEDERAL ID NUMBER:
RECIPIENT FISCAL YEAR END DATE:

59-6000749
09/30

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 6/01/04

ATTACHMENT I

COMMUNITY CARE FOR THE ELDERLY PROGRAM

I. STATEMENT OF PURPOSE

The Community Care for the Elderly (CCE) Program provides community-based services organized in a continuum of care to assist aged 60 + elders at risk of nursing home placement to live in the least restrictive environment suitable to their needs.

II. SERVICES TO BE PROVIDED**A. Services:**

1. The recipient's service provider application for state fiscal year 2004, and any revisions thereto approved by the Alliance and located in the contract manager's file, are incorporated by reference in this contract between the Alliance and the recipient, and prescribe the services to be rendered by the recipient.
2. Consumers may not be enrolled in a Department of Elder Affairs' state general revenue funded program, including CCE, who are also enrolled in a Medicaid capitated long-term care health plan or program. These programs include the Frail Elder Program operated by United Health Care, the Channeling Program operated by Miami Jewish Home and Hospital for the Aged, the Long Term Care Community Diversion Program operating in Planning and Service Areas 7 and 9, and the Program of All Inclusive Care for the Elderly (PACE) program scheduled to begin operation in the Miami-Dade County area.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the recipient's service provider application for state fiscal year 2004 and the Department of Elder Affairs Home and Community Based Services Handbook dated 01/03. In the event the manual is revised, such revision will automatically be incorporated into the contract and the recipient will be given a copy of the revisions.

III. METHOD OF PAYMENT

- A. The method of payment in this contract is based on a fixed rate reimbursement for approved services. The recipient must ensure fixed rates include only those costs which are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106C and 105C. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on department forms.

The recipient shall maintain documentation to support payment requests which shall be available to the Comptroller, the Department of Elder Affairs, or the Alliance upon request.

- C. The recipient may request a monthly advance for service costs for each of the first two months of the contract period, based on anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed contract, approved by the Alliance, and maintained in the contract manager's file. All payment requests for the third through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests is **ATTACHMENT II** to this contract. Reconciliation and recouping of advances made under this contract are to be completed by the time the final payment is made. All advance payments are subject to the availability of funds.
- D. Advance funds may be temporarily invested by the recipient in an insured interest bearing account. All interest earned on contract fund advances must be returned to the Alliance at the end of the first quarter of the contract period.
- E. The Alliance shall make payment to the provider for provision of services up to a maximum number of units of service and at the rate(s) stated below:

Service To Be Provided	Unit of Service	Unit Rate	Maximum Units	Maximum Dollars
Case Management	1 hour	\$47.732	2,000	\$95,464
Homemaker	1 hour	\$27.113999	4,193	\$113,689
Personal Care	1 hour	\$51.114666	4,500	\$230,016
Respite (In-Home)	1 hour	\$22.964444	900	\$20,668

F. Contract Amendments:

1. The recipient agrees to implement the distribution of funds as detailed in the service provider application and the Budget Summary, **ATTACHMENT III** to this contract. Any changes in the total amounts of the funds identified on the Budget Summary form require a contract amendment.
2. With the exception of Case Management, the recipient agrees to implement a Modified Spending Authority. Recipient is to offer services based on clients' service plans and will not be restricted to providing the services as projected. Additional budget revisions/contract amendments will not be required to move funding among these services, with the exception of Case Management. Any changes in the total amount of the funds under contract require a formal contract amendment.
3. This contract is for services provided during the 2004/2005 State Fiscal year beginning July 1, 2004 through June 30, 2005, however, the contract is in effect through September 30, 2005 in order to provide for maximization of resources and to allow for greater flexibility to pay for the services rendered by June 30, 2005. Services provided after June 30, 2004 cannot be reimbursed under this contract.

4. The recipient will submit a draft closeout report by **August 15, 2005**. Any contract amendments after August 15, 2005 determined necessary by the Alliance will be based on the draft closeout reports.
 5. The final expenditure report and request for payment will be due to the Alliance no later than **September 15, 2005**. No expenditure reports or requests for payment will be accepted after September 15, 2005.
- G. Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval by the Alliance of all financial and programmatic reports due from the recipient and any adjustments thereto, including any disallowance not resolved as outlined in Section I.T. of the Master Agreement.

IV. SPECIAL PROVISIONS

A. State Laws and Regulations:

1. The recipient agrees to comply with applicable parts of Rule Chapter 58C-1, Florida Administrative Code promulgated for administration of Sections 430.201 through 430.207, Florida Statutes, and the Department of Elder Affairs Client Services Manual dated 12/98.
2. The recipient agrees to comply with the provisions of Sections 97.021 and 97.058, Florida Statutes, and all rules related thereto in the Florida Administrative Code.

B. Assessment and Prioritization for Service Delivery for New Consumers:

The following are the criteria to prioritize new consumers for service delivery. It is not the intent of the Department of Elder Affairs to remove existing clients from any program in order to serve new clients being assessed and prioritized for service delivery.

1. Abuse, Neglect and Exploitation:

The recipient will ensure that pursuant to Section 430.205(5), Florida Statute, those elderly persons who are determined by adult protective services to be victims of abuse, neglect, or exploitation who are in need of immediate services to prevent further harm and are referred by adult protective services, will be given primary consideration for receiving Community Care for the Elderly Services. As used in this subsection, "primary consideration" means that an assessment and services must commence within 72 hours after referral to the department or as established in accordance with department contracts by local protocols developed between department service recipients and adult protective services.

2. Priority Criteria for Individuals in Nursing Homes in Receivership

The recipient will ensure that pursuant to Section 400.126,(12), Florida Statute, those elderly persons determined through a CARES assessment to be a resident who could be cared for in a less restrictive setting or does not meet the criteria for skilled or intermediate care in a nursing home, the recipient will ensure the resident is referred for such care, as appropriate for the resident. Residents referred

pursuant to this subsection shall be given primary consideration for receiving services under the Community Care for the Elderly program in a manner as persons classified to receive such services pursuant to Section 430.205, Florida Statutes.

3. Priority Criteria for Service Delivery:

- a) Individuals in nursing homes under Medicaid who could be transferred to the community;
- b) individuals in nursing homes whose Medicare coverage is exhausted and may be diverted to the community;
- c) individuals in nursing homes which are closing and can be discharged to the community; or
- d) individuals whose mental or physical health condition has deteriorated to the degree self care is not possible, there is no capable caregiver and institutional placement will occur within 72 hours.

4. Priority Criteria for Service Delivery for Other Assessed Individuals:

The assessment and provision of services should always consider the most cost effective means of service delivery. Functional Impairment shall be determined through the department's consumer assessment form administered to each applicant. The most frail individuals not prioritized in groups one, two or three above, regardless of referral source, will receive services to the extent funding is available.

5. Referrals for Medicaid Waiver Services:

- a) The recipient must identify, through the consumer assessment, potential Medicaid eligible CCE consumers and to refer these individuals to CARES and SSI related payments (if applicable) for approval for Medicaid Waiver services.
- b) Individuals who have been identified as being potentially Medicaid Waiver eligible are required to apply for Medicaid Waiver services in order to receive CCE services and can only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the consumer is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, they may continue to receive CCE services.
- c) Individuals who have been identified as being potentially Medicaid Waiver eligible must be advised of their responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

C. Co-payment Collections:

- 1. The recipient will establish annual co-payment goals. The Alliance has the option to withhold a portion of the recipient's Request for Payment if goals are not met according to the Department of Elder Affairs' co-payment guidelines.

2. Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The contribution must be equal to or greater than the assessed co-payment.
3. Co-payments collected in the CCE program can be used as part of the local match.

D. Match:

The recipient will assure a match requirement of at least 10 percent of the cost for all Community Care for the Elderly services. The match will be made in the form of cash and/or in kind resources. At the end of the contract period, all Community Care for the Elderly funds expended must be properly matched.

E. Service Cost Reports:

The recipient will submit semi-annual service cost reports which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

ATTACHMENT II

COMMUNITY CARE FOR THE ELDERLY PROGRAM

CONTRACT REPORT CALENDAR

Report Number	Based On	Submit To The Alliance On This Date
1	July Advance *	July 1
2	August Advance **	July 1
3	July Expenditure Report	August 15
4	August Expenditure Report	September 15
5	September Expenditure Report	October 15
6	October Expenditure Report	November 15
7	November Expenditure Report	December 15
8	December Expenditure Report	January 15
9	January Expenditure Report	February 15
10	February Expenditure Report	March 15
11	March Expenditure Report	April 15
12	April Expenditure Report	May 15
13	May Expenditure Report / July Advanced Reconciliation **	June 15
14	June Expenditure Report / August Advanced Reconciliation **	July 15
15	Draft Closeout Report	August 15
16	Final Expenditure and Request for Payment Report	September 15
17	Closeout Report	September 15

Legend: * Advance based on projected cash need.

 ** Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance, payment is to accompany the report.

Note # 1: Report #1 for Advance Basis Contracts cannot be submitted to the Alliance prior to July 1 or until the contract with the Alliance has been executed. Actual submission of the vouchers to the Department of Elder Affairs is dependent on the accuracy of the expenditure report.

Note # 2: The last two months of the recipient's fiscal reports covering actual expenditures should reflect an adjustment repaying advances for the first two months of the contract.

07/01/2004

CONTRACT NUMBER KC471

**ATTACHMENT III
COMMUNITY CARE FOR THE ELDERLY PROGRAM**

BUDGET SUMMARY

Case Management	\$ 95,464.00
Core Services	\$364,373.00
Total	\$459,837.00